

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant

Steptoe &amp; Johnson LLP

2. Registration No.

6203

3. Name of Foreign Principal

Dominican Republic

4. Principal Address of Foreign Principal

 Administrative Ministry of the Presidency  
 National Palace  
 Santo Domingo, Dominican Republic

5. Indicate whether your foreign principal is one of the following:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee             |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group       |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual-State nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Administrative Ministry of the Presidency

b) Name and title of official with whom registrant deals

Jose Ramon Peralta, Administrative Minister of the Presidency

7. If the foreign principal is a foreign political party, state:

a) Principal address

N/A

b) Name and title of official with whom registrant deals

c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

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#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
January 06, 2014	Luis Fortuño, Partner	/s/ Luis Fortuño eSigned

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Step toe &amp; Johnson LLP

2. Registration No.

6203

3. Name of Foreign Principal

Dominican Republic

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Interface with the U.S. Government, international organizations and private companies on immigration matters and economic development.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Interface with the U.S. Government, international organizations and private companies on immigration matters and economic development.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

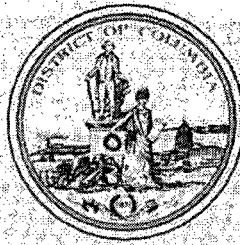
Discuss immigration matters and promote further economic development and cooperation with the U.S. Government. Letters, emails, and meetings will likely be the means to these ends.

### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
January 06, 2014	Luis Fortuño, Partner	/s/ Luis Fortuño eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



**This Apostille is not valid for use anywhere within the United States of America, its territories or possessions.**

This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears.

This Apostille does not certify the content of the document for which it was issued.

## Apostille

(Convention de La Haye du 5 octobre 1961)

1. District of Columbia, United States of America  
**BRENDA H. ALMAZAN**
2. This public document has been signed by \_\_\_\_\_
3. acting in the capacity of **NOTARY PUBLIC IN AND FOR THE DISTRICT OF COLUMBIA BRENDA H. ALMAZAN, NOTARY**
4. bears the seal/stamp of **PUBLIC IN AND FOR THE DISTRICT OF COLUMBIA**

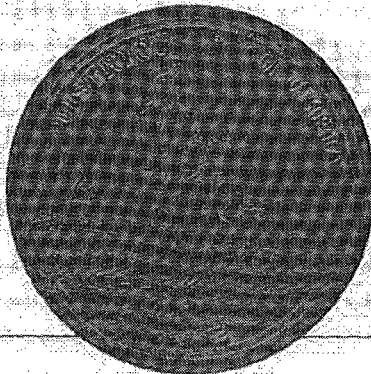
CERTIFIED

5. at Washington, D.C.
6. the 20<sup>th</sup> day of DECEMBER 2013
7. by Secretary of the District of Columbia
8. No. 300827
9. Seal/Stamp

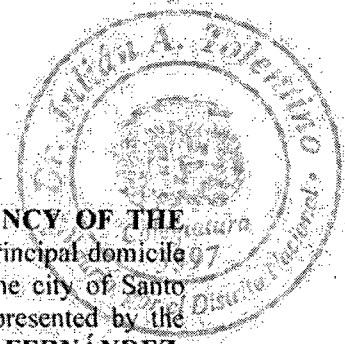
10. Signature:

*Cynthia Brock-Smith*

Cynthia Brock-Smith



**CONSULTING SERVICES AGREEMENT  
STEPTOE & JOHNSON LLP**



**Between:**

On the one part: **THE ADMINISTRATIVE SECRETARIAT OF THE PRESIDENCY OF THE DOMINICAN REPUBLIC**, created by Law No. 450 on December 29<sup>th</sup>, 1972, with principal domicile located on Moises Garcia Street, National Palace, Second Floor, Gazeue Sector, in the city of Santo Domingo de Guzman, National District, Capital of the Dominican Republic, duly represented by the Administrative Minister of the Presidency, **LIC. JOSÉ RAMÓN PERALTA FERNÁNDEZ**, Dominican, adult, bearer and holder of the identification card number 001-0167251-7, domiciled in one of the offices of the National Palace, located on Mexico Avenue, Moises Garcia Street, Gazeue Sector, in the city of Santo Domingo, National District, Capital of the Dominican Republic, which hereafter will be referred as **THE SECRETARIAT** or by his own name; and,

On the other part: **STEPTOE & JOHNSON LLP**, limited liability partnership duly incorporated and organized under the laws of the State of Arizona, USA, with its headquarters and principal place of business in Washington, District of Columbia, USA, duly represented by **FILIBERTO AGUSTI**, American, adult, married, lawyer, bearer and holder of the passport number 488668756, domiciled and resident in the city of Alexandria, Virginia, USA, whom hereafter will be referred as **THE ADVISER**, or by his own name.

For the purposes of this Agreement, **THE SECRETARIAT** and **THE ADVISER** will be jointly referred as "**THE PARTIES**".

**FOREWORD**

**WHEREAS: THE ADMINISTRATIVE SECRETARIAT OF THE PRESIDENCY OF THE DOMINICAN REPUBLIC** is an institution of the Dominican State, that within its powers, is intended to provide logistical support in the development of the activities of the Presidency of the Dominican Republic;

**WHEREAS:** On September 23<sup>rd</sup>, 2013, the Constitutional Court of the Dominican Republic, issued Judgment TC/0168/13 (the "Decision"), in which it decided an appeal on constitutional review filed by Mrs. Juliana Dequis (or Déguis) Pierre;

**WHEREAS:** It is of interest of the Dominican State to establish a communications strategy at the international level, in order to strengthen the Dominican State as a country open to international commitments, and likewise establish viable measures for the solution of the problem led by that Decision;

**WHEREAS:** Law No. 340-06 dated August 18<sup>th</sup>, 2006, on Purchasing and Procurement of Goods, Services, Construction and Concessions, amended by Law No. 449-06, dated December 6<sup>th</sup>, 2006 (the "Law No. 340-06"), sets out in Numerals 1, 2, 3 and 4 of Paragraph 1 of Article 6, as cases of exceptional procurement and bidding procedures the hiring of artwork, technical work or restoration of historical works; those services that can only be supplied by certain natural and legal persons; and those that by urgency situations, can affect the public interest and the country's economy and do not allow the realization of another selection procedure in a timely manner;

**WHEREAS:** The service required by the Dominican State in regards to counseling at the international level regarding the Decision is of highly technical and specialized nature and involves considering intangibles like experience, ability, loyalty, among others, from a subjective point of view, in addition to

the urgency required to address the situation of the Dominican State, which are precisely the circumstances considered in Law Number 340-06 for the purpose of establishing the exceptions to the usual hiring process stated above, which provides such provision;

**WHEREAS: THE ADVISER** has extensive technical and specialized expertise in international consulting on proper disclosure initiatives, thus including its experience in the fields of government relations, lobbying, crisis management, amongst others; characteristics that certifies them to render the required counseling by **THE SECRETARIAT**, under this Agreement;

**WHEREAS: THE ADVISER** has a highly qualified and experienced team, able to provide effective consulting services to the Dominican State in the process of consolidation and strengthening of the Dominican State at the international level;

**WHEREAS:** It is of interest of **THE PARTIES**, to set forth, by means of this document, the terms and conditions under which the above services will be provided;

**THEREFORE**, and under the understanding that the above foreword is an integral part of this Agreement;

**THE PARTIES HAVE DECIDED AND AGREED AS FOLLOWS:**

**ARTICLE ONE: OBJECTIVE OF THE AGREEMENT.-**

**THE SECRETARIAT**, by means of this Agreement, formalizes the hiring of **THE ADVISER**, as international adviser, and in effect declares that it has agreed with **THE ADVISER**, the rendering of diverse services of international advisory, required by the Presidency of the Dominican Republic, in regards to the process of consolidating and strengthening the image of the Dominican State in the eyes of the international public opinion as described in the Foreword of this Agreement. Any other representation or legal service will require a written agreement between **THE PARTIES**;

**Paragraph I:** The client in this representation, and the only party with which **THE ADVISER** is establishing an attorney-client relationship, is **THE SECRETARIAT**.

**ARTICLE TWO: OPERATION OF SERVICES.-**

Within the framework of advisory services to be provided by **THE ADVISER** to **THE SECRETARIAT**, in relation to the process of consolidating and strengthening the image of the Dominican State in the eyes of the international public opinion regarding the Decision, **THE ADVISER** is committed to perform the services listed below:

- a) Daily monitoring of the U.S. press (in Spanish and English);
- b) Distribution of information for the U.S., with particular emphasis on New York, New Jersey, Massachusetts, Florida and Washington, D.C. Specifically:
  - a. Preparation of press releases and distribution through U.S. agencies in Spanish and English;
  - b. Constant search of informational opportunities for the placement of news items of all types: interviews, features, opinion pieces, in U.S. mainstream media;
  - c. Specific management of opinion pieces in the U.S. media;
  - d. Management/reinforcement of opinion pieces in the media in response to demands;

- c) Management of relations with third parties in the field of culture and U.S. Non-Governmental Organizations dealing with migration issues and international cooperation;
- d) Management of relations concerning U.S. legislators, political parties, and government and political officials;
- e) To the extent requested, contribution to the communication strategy, including the sub-contracting, with prior authorization by **THE SECRETARIAT**, of experts in the field;
- f) Writing of texts relative to the communication process: press releases, speeches, arguments and press kits; and,
- g) Representation in international organizations and forums on behalf of the Dominican Republic.

### **ARTICLE THREE: FEES AND FORM OF PAYMENT.-**

As compensation for the services detailed above, **THE PARTIES** have agreed that, for professional service fees, **THE SECRETARIAT** will pay **THE ADVISER** based on hourly rates for each of the professionals providing services in the representation plus reimbursement of related expenses. Currently, the hourly rate relating to the services of Filiberto Agustí is US\$1,120 and the hourly rates for Governor Luis Fortuño, partner José Ramón González-Magaz and consultant Ricardo Pellerano, who will significantly play a role in this representation are US\$1,106, US\$1,000, and US\$457, respectively. Other professionals may also perform functions in this representation, as required and authorized by **THE SECRETARIAT**. With a few exceptions for certain individuals who charge higher fees for certain special services inapplicable to this representation, the usual rates are as follows: for partners, ranging between US\$986 and US\$1,268 per hour; for "of counsel" attorneys, ranging between US\$845 and US\$986 per hour; for associates, ranging between US\$563 and US\$845 per hour.

**Paragraph I: THE ADVISER** reexamines hourly rates annually, and on January of each year sets the new rates applied. The new hourly rate starting from January 2014 relating to the services of Filiberto Agustí will be US\$1,211 and the hourly rates for Governor Luis Fortuño, partner José Ramón González-Magaz and consultant Ricardo Pellerano will be US\$1,162, US\$1,056, and US\$486, respectively. The revised rates will be reflected in the first invoice provided after the date of adjustment.

**Paragraph II: THE PARTIES** agree that **THE SECRETARIAT** will act as withholding agent, if necessary, in respect to the taxes **THE ADVISER** has to pay to the Dominican Tax Administration ("DGII" for its Spanish abbreviation), on the amounts to be paid under this Agreement, as applicable and to the extent that such taxes were legally enforceable under current regulations;

**Paragraph III: THE ADVISER** will charge **THE SECRETARIAT** for various services and expenses, such as duplication, travel and the like. Invoices will break down charges separately for other services and activities relating to the representation, such as printing and reproduction of documents, traveling (including the costs of airlines, hotel and meals), faxes sent (not received), courier services, local transportation (such as taxis), expedited mailing costs (such as using Federal Express, etc.), and the use of computer services to perform legal and other research. When equipment and employees of **THE ADVISER** are used in providing these services, a service charge will be included that reasonably approaches the expenses associated with such equipment or employees; therefore, the price charged can be higher than the "direct cost" of services. Whenever an external entity provides relevant services to **THE ADVISER** in representation of **THE SECRETARIAT**, and whenever these are provided by a specific amount (for example, what is charged by experts, consultants, graphic artists, stenographers,



translators, or tariffs corresponding to the filing or registration of documents), and **THE ADVISER's** equipment or employees is not used to provide the service or fulfill the role. **THE SECRETARIAT** will only be billed the amount charged by the service providing entity without additional charge. Unless special arrangements are made at the beginning of the representation, any significant fees and expenses of others supplying services in connection with this representation (such as experts, expert witnesses, investigators, consultants and court reporters) will be responsibility of **THE SECRETARIAT**, which will receive this invoices directly.

**Paragraph IV:** **THE ADVISER** will send statements to **THE SECRETARIAT** on a monthly basis covering fees and expenses for the prior month. **THE ADVISER** expects **THE SECRETARIAT** to pay the statements promptly and in any event within 30 days after they are received.

#### **ARTICLE FOUR: TERM OF AGREEMENT.-**

**THE PARTIES** acknowledge and agree that the term of this Agreement is one (1) year and shall be renewed by written communication between **THE PARTIES**. Either **PARTY** may terminate this Agreement at any time and for any reason, without damage, except for the applicable rules of professional conduct. **THE ADVISER** reserves the right to suspend or terminate work on behalf of a client that does not pay our statements within 30 days after they are rendered. In the event of any termination or withdrawal initiated by **THE SECRETARIAT**, **THE ADVISER** will be entitled to receive any unpaid fees and expenses through the date of withdrawal on the basis set forth above. In the event of a termination or withdrawal initiated by **THE ADVISER**, it will provide its services at reasonable costs to transition the engagement to subsequent counsel engaged by **THE SECRETARIAT**. The attorney-client relationship created by this Agreement is terminated when the services sought by **THE SECRETARIAT** have been completed, and shall in any event be terminated 30 days after **THE ADVISER** has rendered a final statement for its services, which date shall not be extended because of subsequent statements sent with respect to unpaid balances or because of activities associated with the collection of unpaid balances.

#### **ARTICLE FIVE: QUALITY OF SERVICES.-**

**THE ADVISER** is committed to providing the services under this Agreement with the highest professional, legal and regulatory standards, and with absolute loyalty and good faith. These services will be rendered in a diligent, current, effective, specific, clear and precise manner and with specific technical and specialist advice from **THE ADVISER**, in reference to the matter of this Agreement.

#### **ARTICLE SIX: OWN USE OF COUNSEL.-**

**THE SECRETARIAT** agrees that **THE ADVISER** may seek legal advice from internal or external counsel concerning this representation, waives any claim of conflict based on those consultations or related communications, even if adverse to **THE SECRETARIAT's** interests, and acknowledges that such communications are protected by attorney-client privilege.

#### **ARTICLE SEVEN: CONFIDENTIALITY.-**

Both during the term as well as after the termination of this Agreement, **THE ADVISER** is committed to maintaining absolute confidentiality and take all measures necessary to ensure that its employees, assistants and/or representatives maintain the confidentiality of all knowledge, ideas, materials and any other information known or produced in, and during the execution of this Agreement, and that may affect the safety of **THE SECRETARIAT**. In that sense, **THE ADVISER** will only be able to give out information and/or documents resulting from the rendering of the services contracted by means of this Agreement to whom **THE SECRETARIAT** authorizes only by written consent. **THE ADVISER** agrees

that it can only refer publically, through print, radio, television media and modern social media enabled by the internet, the aspects related to this Agreement, if and only if deemed necessary by **THE SECRETARIAT** and authorized to do so.

**ARTICLE EIGHT: NO EXCLUSIVITY.-**

It is understood and agreed by the parties that this Agreement is not of exclusive character, and **THE SECRETARIAT** reserves the right to enter similar agreements with third parties, provided that they do not present conflict or impediment to the execution of this Agreement.

**ARTICLE NINE: NO ASSIGNMENT OF AGREEMENT.-**

**THE ADVISER** agrees not to delegate to others the execution and supervision of the commitments it made in the execution of this Agreement, with the understanding that it has been selected by conditions inherent to itself, and therefore should not be delegated without the prior, written consent of **THE SECRETARIAT**, which, if it deems it reasonable, will notify its consent in writing within thirty (30) days of the request.

**ARTICLE TEN: CONFLICTS AND WAIVER.-**

**THE ADVISER** is an international law firm that represents a wide-ranging group of the world's largest corporations, who may have matters in conflict with **THE SECRETARIAT** or one of its agencies or dependencies. **THE ADVISER** is undertaking the representation of **THE SECRETARIAT** in this matter on the basis that this representation or any future representations that are initiated without a new or amended engagement letter will not be deemed to preclude **THE ADVISER** from representing other clients, including, but not limited to, any current or future clients in matters adverse to **THE SECRETARIAT** or any related entities, including representations in negotiations, regulatory matters, litigation, the providing of advice or opinions, Alternative Dispute Resolution proceedings of various kinds or other matters, provided that such matters are not substantially related to the object of this representation. **THE ADVISER** acknowledges that this waiver by **THE SECRETARIAT** regarding future adverse legal representation is broad in scope, but given the nature of the practice, it simply becomes impossible to identify future potential conflicts of interest with more specificity. Notwithstanding this general waiver, **THE ADVISER** in no way will represent clients adverse to **THE SECRETARIAT** in any matter that substantially relates to the object of this representation. By retaining **THE ADVISER** for this representation, **THE SECRETARIAT** agrees that it waives any such conflict and will not seek to have **THE ADVISER** disqualified as counsel to another client in the event of such adverse matters.

**ARTICLE ELEVEN: RETENTION OF RECORDS.-**

**THE ADVISER** will keep the essential files, records and documents (electronic or "in paper") related to this representation for five (5) years after the termination of services. If **THE SECRETARIAT** wishes to have such materials retained for a longer time, arrangements can be made to store them for limited periods at **THE SECRETARIAT**'s expense and the information of such costs will be provided. **THE SECRETARIAT** may ask at any time to receive copies of these records, which will be made at their own expense. If there are large volumes of such materials, **THE ADVISER** may hire to have the copies made by a contractor provided that the confidentiality of such materials is kept.

**ARTICLE TWELVE: ELECTRONIC COMMUNICATIONS.-**

Notwithstanding the efforts, modern modes of business communication, including email, mobile telephones and telecopiers, cannot be secured completely to prevent unauthorized access, and therefore involve some risk of disclosure and potential loss of attorney-client privilege. Unless **THE SECRETARIAT** specifically objects the use of those modes of communication, it agrees to accept those risks.

**ARTICLE THIRTEEN: PREVIOUS AGREEMENTS.-**

**THE PARTIES** agree that this Agreement supersedes and replaces any other verbal or written agreement of whatever nature, which has been signed by **THE PARTIES** prior to the signing of this Agreement and with respect to the object of providing services to Dominican State before the international courts and jurisdictions, regarding the Decision.

**ARTICLE FOURTEEN: APPLICABLE LAW AND JURISDICTION.-**

**THE PARTIES** agree that all disputes arising out of this Agreement or in connection therewith shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with these Rules. The seat of arbitration shall be in the city of Paris, France. The language of the arbitration shall be Spanish. Nevertheless, the documents that are in English may be submitted in that language without translation into Spanish. **THE PARTIES** expressly waive the right to bring claims in ordinary jurisdiction.

**ARTICLE FIFTEEN: EXCEPTION TO THE APPLICABILITY OF LAW 340-06.-**

**THE SECRETARIAT** explicitly declares and recognizes that the terms of Law No. 340-06 on Purchasing and Procurement of Goods, Services, Construction and Concessions do not apply to this contract, with the understanding that the advisory services discussed in this Agreement are of highly technical and specialized nature, contracted with urgency - given that the Dominican State's defense before the international courts and forums concerning the Decision, is a matter of public interest with substantial economic and diplomatic implications for the country. Consequently, and in accordance with the provisions of Numerals 1, 2, 3 and 4 of the Paragraph 1 of Article Six (6) of Law No. 340-06, this Agreement and the services described above, are beyond the scope of the law indicated above, given the nature of these services and the conditions in which they had to be hired.

**ARTICLE SIXTEEN: CHOICE OF DOMICILE.-**

**THE PARTIES** make formal election of domicile at the locations listed at the top of this Agreement, for all purposes and consequences.

**ARTICLE SIXTEEN: DEFINITIVE AGREEMENT.-**

These Terms and Conditions set forth the agreed specific terms for the hiring of services of **THE ADVISER**. Those agreed specific terms supersede and survive any inconsistent items that may be contained in "outside counsel guidelines" or generic provisions that are required to be accepted in order to use any electronic billing system. These terms can be modified only by a written agreement between **THE PARTIES**, expressly stating that terms of this specific Consulting Services Agreement are being changed.

DONE AND SIGNED in good faith, in five (05) originals of the same tenor and effect in the Spanish language, and five (05) originals translated into the English language, for each of the parties and the acting notaries in the city of Santo Domingo, National District, Capital of the Dominican Republic, today, veinte y seis de febrero (26) Two Thousand and dos mil 2013.

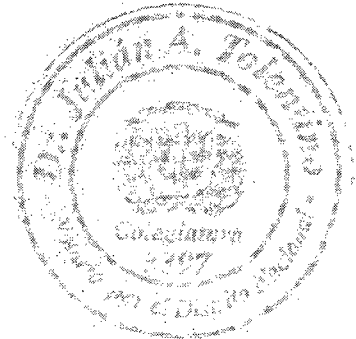
By THE SECRETARIAT:

  
JOSÉ RAMÓN PERALTA FERNÁNDEZ  
Administrative Minister of the Presidency

**Dr. Julián A. Tolentino 3397**

I, Dr. Julián A. Tolentino 3397, Attorney, Notary Public of the number for this jurisdiction, member of the Chamber of Notaries with registration No. 3397, **CERTIFY AND GIVE FAITH** that the signature on this document was put before me, freely and voluntarily, by Mr. **JOSÉ RAMÓN PERALTA FERNÁNDEZ**, while manifesting said sir that that is the firm that he uses in all contracts in his public and private life. In the city of Santo Domingo, National District, Capital of the Dominican Republic, today, veinte y seis de febrero (26) Two Thousand and dos mil 2013.

  
NOTARY PUBLIC

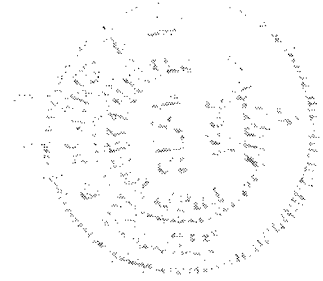


In the city of Washington, District of Columbia, Capital of the USA, today, December the Twentieth (20<sup>th</sup>), Two Thousand and Thirteen (2013).

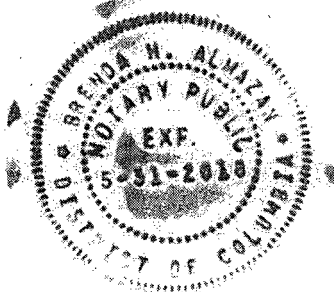
By **THE ADVISER:**



**FILIBERTO AGUSTI**  
Partner of Steptoe & Johnson LLP



I, Brenda H. Almazan, Notary Public authorized in Washington, District of Columbia, USA, to give faith of signature of documents and notarize documents in such jurisdiction, I **HEREBY, CERTIFY AND GIVE FAITH** that the signature on this document was put before me, freely and voluntarily, by Mr. **FILIBERTO AGUSTI**, while manifesting said sir that that is the firm that he uses in all contracts. In the city of Washington, District of Columbia, Capital of the USA, today, December the Twentieth (20<sup>th</sup>), Two Thousand and Thirteen (2013).



BRENDA H. ALMAZAN  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires May 31, 2018